IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELALTE SIDE

APPEAL FROM ORDER NO.1020 OF 2005
WITH
CIVIL APPLICATION NO. 1217 OF 2005

Ramesh Laxman Dhanawade. ... Appellant.

Vs.

Indusind Media & Communication Ltd. ...Respondents.

....

Mr. Indu Prakash for the Appellant.

.....

CORAM : DR. D.Y. CHANDRACHUD, J.

December 13, 2005.

P.C.:

The suit instituted by the Appellant is for a declaration that there is a valid and binding contract between the Plaintiff-Appellant and the First and Second Defendants entitling the Plaintiff to operate a cable line in the area specified in the map at Exh.A to the plaint. The Learned Trial Judge is right in observing that the map annexed at Exh.A to the Plaint is only a hand drawn sketch. The map is admittedly not a certified plan nor is it a part of any contractual document. In response to the query of the Court as to whether any contractual document was drawn up between the parties on the basis of which such a claim as has been made

out in the Notice of Motion can be founded, Counsel fairly stated that the entire case is founded on an oral agreement. In the affidavit in reply, the Second Defendant stated that he is the authorised distributor of Cable Network of the First Defendant and that he allowed the Appellant to function as cable operator in 2001 only for a limited period on a trial basis in Building No.A-1 and for the transit camp at Kandivli (West). According to the Second Defendant, the Appellant has encroached upon areas which were not assigned to him. However, it is not necessary to go into those allegations which shall be a matter of trial. The letter annexed at Exh.C to the Plaint is purportedly written by the Second Defendant to the office of the Tahsildar on 3rd March 2001. There is not even prima facie material at this stage suggestive of any contractual relationship between the Appellant and the First and Second Defendants. In that view of the matter, the denial of interim relief cannot be faulted. The Learned Trial Judge has already expedited the suit. There is no merit in the appeal which is accordingly dismissed.

In view of the disposal of the appeal, the Civil Application does not survive and is accordingly disposed of.